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CONTRACTUAL AGREEMENT BETWEEN THE FREE SOIL BOARD OF EDUCATION
AND THE FREE SOIL EDUCATION ASSOCIATION

1988-89 1989-90

This agreement entered into this thirteenth of April, 1989 by and between the Free Soil Education Association, a voluntary, unincorporated association, hereinafter called the "Association", affiliated with the Michigan Education Association, hereinafter called the "MEA", and the National Education Association, hereinafter called the "NEA", and the Free Soil Community School District Board of Education, Free Soil, Michigan, hereinafter called the "Board". The signatories shall be the sole parties to this agreement.

Free Soil Community School

ARTICLE I
RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive representative for all personnel under contract, either verbal or written, on leave, employed or to be employed by the Board. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude the superintendent, assistant superintendents, directors of school and community relations, principals, assistant principals, and business manager, and the titles of any other positions which are "supervisory" within the meaning of PERA. The term "teacher", when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the

bargaining or negotiating unit as above defined.

The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Free Soil is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE III
DURATION OF AGREEMENT

A. This Agreement shall be effective as of September 1, 1988 and shall continue in effect until August 31, 1990. Negotiations between parties shall begin on May 1st, prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date this agreement shall expire at such expiration date unless it is extended for a specific period or periods by written mutual agreement of the parties.

B. Copies of this Agreement titled "Contractual Agreement Between The Free Soil Community School District Board of Education and the Free Soil Education Association", MEA-NEA shall be printed at the expense of the Board within 30 days after the Agreement is signed and presented to all teachers now employed, hereafter employed or considered for employment by the Board. All school district personnel policies or any changes in said policies shall be distributed to all teachers within the thirty days of the commencement of this contract or upon employment.

FOR THE ASSOCIATION

By

President

By

Vice-President

By

Secretary

FOR THE BOARD OF EDUCATION

By

President

By

Vice-President

By

Secretary

ARTICLE IV

CONTINUITY OF OPERATIONS

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not during the period of this Agreement, directly or indirectly engage in or assist in any strike, as said term is defined by the Public Employment Relations Act unless the Board refuses to implement fully an arbitration award issued in accordance with this contract.

B. The Board also agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

C. Nothing in this article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God. When schools are closed to students due to the above conditions, teachers shall not be required to report for duty when notified directly by radio or telephone.

ARTICLE V
SCHOOL CALENDAR

A. The parties agree that all aspects of the school calendar are negotiable, and further agree that the school calendar shall be set forth in Appendix A. Any deviation shall be by mutual written consent.

B. The school calendar shall be coordinated with the Intermediate School District. Machinery for insuring its mutuality shall be established between the school districts and the Association, whenever possible.

C. Inservice days may be allowed to individual teachers for specialized areas upon approval of the Superintendent.

D. The term "vacation" shall not appear in the calendar. "Recess" is the preferred term.

E. The per-diem salary rate for teachers is the teacher's Gross Salary x 1/Teacher Work Days.

ARTICLE VI
ASSOCIATION DUES OR FEES AND PAYROLL DEDUCTIONS

A. Any teacher who is a member of the Association, or who has applied for membership, will sign and deliver to the Board, before the first payroll, an individual assignment authorizing deduction of Dues, Assessments, and Contributions in the Association. This sum shall be established by the Association. Such authorization shall remain in effect from year to year unless revoked in accordance with the procedures outlined in the MEA Constitution and By-Laws. Pursuant to such authorization, the Board shall deduct one-tenth of such dues, assessments, and contributions

from the regular salary check of the teacher each month for ten (10) months beginning in September and ending in June of each year. Any teacher who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the teacher taking any paid leave of absence or sick leave provided for in this contract.

B. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and Board.

C. Any teacher who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall, as a condition of employment, pay a service fee to the Association of an amount equivalent to the dues and assessments required to be paid by members of the Free Soil Education Association, MEA-NEA; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Section A above. In the event that a teacher shall not pay such service fee directly to the Association or authorize payment through payroll deduction the Board shall, at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this section is just and reasonable cause for discharge from employment. This section shall be effective retroactively to the date of the Agreement, and all sums payable hereunder shall be determined from said date.

The procedure in all cases of discharge for violation of this section.

shall be as follows:

The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event that compliance is not effected.

D. This article shall be effective retroactively to the date of the Agreement and all sums payable shall be determined from said date.

ARTICLE VII NEGOTIATION PROCEDURES

The Association shall submit proposals for the next school year contract by May 1. The Board will reply to said proposals within twenty (20) days after the regular May Board meeting.

ARTICLE VIII REVIEW OF AGREEMENT

Representatives of the Board and Association may meet from time to time to review the administration of this Agreement. Times of such meetings shall be by mutual agreement between the parties when the teachers involved are free from instructional responsibilities.

ARTICLE IX
GRIEVANCE PROCEDURE

A. A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision, rule, order, policy, or regulation of the Board as contained in this Master Agreement may be processed as a grievance as hereinafter provided.

B. In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with the Superintendent either personally or accompanied by his/her Association representative. The grievance must be filed within twenty (20) work days of the discovery thereof. If an Association representative is to accompany the teacher, the Superintendent shall be notified at least three (3) days prior to the meeting so that he also may have a representative present.

C. If, after discussion between teacher and Superintendent, a grievance still exists, he/she may invoke the formal grievance procedure through the Association on a form accepted by the Board and Association, signed by the grievant and a representative of the Association. The form shall be available from the Association representative. A copy of the grievance form shall be delivered to the Superintendent.

D. Within five (5) work days of the receipt of the grievance, the Superintendent shall meet with the Association in an attempt to resolve the grievance.

E. The Superintendent shall indicate his disposition of the grievance in writing within five (5) work days of such meeting and shall furnish a copy thereof to the Association.

F. If the Association is not satisfied with the disposition of the

grievance by the Superintendent or his designee, or if no disposition has been made within five (5) work days of such meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board of Education. The Board, no later than at its next regular meeting, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than five (5) work days thereafter. A copy of such disposition shall be furnished to the Association. Utilization of this step of the grievance procedure shall be optional with the Association.

G. If the Association is not satisfied with the disposition of the grievance by the Superintendent, or the Board if Step F is used, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to an arbitrator within five (5) calendar days from the date of notification that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.

H. The fees and expenses of the arbitrator shall be shared equally by the parties.

I. If any teacher for whom a grievance is sustained shall be found to have been unjustly disciplined or discharged, he/she shall be reinstated to former position or one for which he/she is qualified, with all due compensation. If any teacher shall have been found to have been improperly

deprived of any professional compensation or advantage, the same or its equivalent shall be paid to him/her and his/her record cleansed of any reference to this action.

J. The term "calendar days" when used in this article shall mean school calendar work days. Time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement.

ARTICLE X

ASSOCIATION RIGHTS

A. The Association and its representatives shall have the right to use assigned school buildings at reasonable hours for meetings, provided that when special custodial service is required, the Board may make reasonable charge therefor. No charge shall be made for the use of school rooms before the commencement of the school day nor until 6 P.M. The administration shall be notified when the Association is going to hold a meeting in the school.

B. The Association shall be the only teacher organization having exclusive right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. The administration shall be notified when the Association uses school facilities and/or equipment.

C. The Association shall have the right to post notices of activities and matters of Association concern on a teacher bulletin board placed in the

teachers' lounge. The administration may place notices of concern to the teachers on the bulletin board in the teachers' lounge.

D. The administration shall consult with the appropriate department or teachers on any revisions of educational policy.

E. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.

F. The Board shall place on the agenda of each regular Board meeting as the first item for consideration under "Discussion Items" matters brought to its attention by the Association so long as those matters are made known to the Superintendent's office forty-eight (48) hours prior to said regular meeting.

G. At the beginning of each school year the Association shall be credited with two (2) days to be used by teachers who are officers or agents of the Association without loss of pay. Such use is to be at the discretion of the Association with forty-eight (48) hours advance notice to the Superintendent. Only one teacher may use such Association days at any one time.

ARTICLE XI

TEACHER EVALUATION

A. Each teacher, upon employment or at the beginning of the school year, whichever is later, shall be apprised in specific terms of the teacher's responsibilities.

B. It shall be a major administrative responsibility to assist teachers to become oriented to the district and improve instruction through direct observation of the teacher's work and provision of written summaries of those observations together with any recommendations the administrator

may have for the teachers. The performance of all teachers shall be evaluated in writing. Full-year probationary teachers shall be evaluated at least two times during the school with a minimum of one observation per semester. Tenure teachers shall be evaluated not later than April 1st and at least once every school year. All recorded observations shall last at least thirty (30) consecutive minutes.

C. When an observation of a teacher is made, the administrator shall prepare and submit a written report and written recommendation to the teacher within twenty-five (25) days of a recorded observation. All written reports shall contain a definite statement as to whether the teacher's work is satisfactory or unsatisfactory. Evaluation will be conducted under the agreed upon form. See Appendix D.

D. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific written terms as shall an identification of the specific ways in which the teacher is to improve and of assistance to be given by the administrator. In subsequent evaluation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place. Any reprimand of the teacher shall be in private.

E. A teacher who disagrees with an observation or recommendation may submit a written answer which shall be attached to the file copy of the observation in question and/or submit any complaints through the grievance procedure.

F. Teacher evaluations, unless resulting in disciplinary action, shall not be the basis of grievances processed under Article IX.

ARTICLE XII

PERSONNEL FILES AND RECORDS

A. A teacher will have the right to review the contents of all records, excluding initial references, of the district pertaining to said teacher originating after initial employment.

B. No material originating after initial employment shall be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the materials in question. If the teacher believes that the material to be placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure except as noted in Article XI, Section F, whereupon the material shall be corrected or expunged from the file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based on the contents of the teacher's personnel file. The exception to this is if the Board chooses to add personal comments of a positive nature that would be advantageous to the teacher.

ARTICLE XIII

~~DISCIPLINE OF TEACHERS~~

A. No bargaining unit member shall be disciplined (including reprimands, suspensions, reductions in rank or professional advantage,

discharges, or other actions of a disciplinary nature) without just cause. Any such discipline shall be subject to the grievance procedure in Article IX above including arbitration. The specific grounds forming the basis for disciplinary action will be made available to the bargaining unit member and Association in writing.

B. A bargaining unit member shall be entitled to have present a representative of his/her own choosing during any disciplinary action when such action will become part of the bargaining unit member's personnel file. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative is present. Administration is also entitled to a representative. Further, in the event disciplinary action is to be taken, the bargaining unit member shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.

C. The Board agrees to follow a policy of progressive discipline which minimally includes verbal warning, written warning, reprimand, suspension with pay, with discharge as a final and last resort. Any disciplinary action taken against a bargaining unit member shall be appropriate to the behavior which precipitates said action.

D. Any complaint made against a bargaining unit member or person for whom the bargaining unit member is administratively responsible by any parent, student, or other person will be called promptly to the attention of the bargaining unit member. Any complaint not called to the attention of the bargaining unit member may not be used as the basis for any disciplinary action against the bargaining unit member.

E. If discharge of a bargaining unit member (including denial of tenure or placement on a third year of probation) is to be considered

because of inadequacies observed in the bargaining unit member's professional work with students, such action must be preceded minimally by:

1. Repeated observations of the inadequacies by the bargaining unit member's supervising administrator through the observation process described elsewhere in this Agreement.
2. Clear directions that the bargaining unit member must improve and the consequences of failure to do so.
3. Adequate opportunity for the bargaining unit member to make improvements.
4. Intensive assistance from administrators and school district resources to help the bargaining unit member improve.

F. No bargaining unit member shall be disciplined in the presence of his/her students.

ARTICLE XIV

RIGHTS OF THE BOARD

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative occupational control of the school system and its properties and facilities, and the occupational activities of its employees.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees subject to the provisions set forth in this Agreement.
3. To establish grades and courses of instruction, including

special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.

4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature. The Board will consult with the teachers in affected areas with respect to these matters.
5. To determine class schedules, the hours of instruction, the duties, responsibilities and assignments of teachers and other employees with respect to administrative activities. The Board will consult with the affected teachers with respect to these matters.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the provisions of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE XV

TEACHER RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support a teacher association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights

conferred by the Act or other laws of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association collective negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained in this contract shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws, Tenure Act, or any other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law.

C. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board unless it has an adverse effect upon the school and its students.

D. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, sex, marital status, or national origin.

E. No secondary teacher shall be assigned more than six (6) preparations per day except in the event that financial considerations make it necessary, and then only after consultation and approval of the teacher involved. Any teacher so assigned shall receive a stipend equal to one percent (1%) of the annual B.A. base salary per semester. If an elementary

teacher is required to teach more than one subject area or grade per hour, they will be assigned an adult aide for those hours.

F. The normal teaching day shall not exceed seven (7) hours and fifteen (15) minutes, except that, whenever feasible, teachers who have scheduled parent-teacher conferences (other than on "conference day") shall be available until 4:15 p.m. The administration shall make every reasonable effort to give as much advance notice as possible of parent-teacher conferences. When feasible, teachers shall be available for evening conferences if requested by parents who are unable to attend during the day.

G. All secondary teachers shall have a thirty (30) minute duty-free lunch. Elementary teachers shall have a forty-five (45) minute uninterrupted lunch break, one fifteen (15) minute break a day and a 15 minute break on the three days a week that the teacher is not required to attend the childrens recess. All teachers shall have a planning period of minimum of forty (40) minutes per day.

H. It is expressly understood between parties that Student Council and class sponsor duties are a part of the teachers' routine responsibilities and that as such the assignment of said duties is at the discretion of the administrator with the advice and consent of the teaching staff. Due to the probability that certain traditional class and Student Council activities may involve work outside the teachers' normal working hours, below named sponsors shall be compensated as follows:

Freshman Advisor-----	\$160.00
Sophomore Advisor-----	\$255.00
Junior Advisor-----	\$160.00
Senior Advisor-----	\$255.00
Student Council Advisor-----	\$290.00

Teachers assigned to the above duties by the administrator, may, when a

conflict occurs outside the teachers' normal working hours, find a substitute for the conflicting time period. The substitute's name must be given to the administrator prior to the activity during which the conflict occurs.

ARTICLE XVI

TEACHER PROTECTION

A. Any case of assault upon a teacher shall be reported promptly to the Board or its designated representative. The Board will reimburse the teacher for the cost of legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

B. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher if acquitted.

C. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personal file unless such matter is reported promptly verbally and in writing to the teacher concerned.

ARTICLE XVII

INSTRUCTIONAL MATERIALS

A. The Board and Administration recognize that appropriate texts, library references, maps, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, etc. are tools of the teaching profession.

The parties will confer from time to time for the purpose of improving the selection and use of these tools for the upgrading of the educational system. Educational materials shall be ordered by June 1st for the following school year whenever possible.

ARTICLE XVIII

SENIORITY REDUCTIONS IN PERSONNEL, AND RECALL

A. Seniority is defined as the length of service within the district as of a teacher's first working day. Teachers assigned four (4) or more teaching periods per day shall accrue full seniority for that year. Teachers teaching three (3) or less periods per day shall accrue one-sixth year seniority per period taught daily for each year taught.

B. A teacher shall lose seniority rights if he/she retires, resigns, or is discharged for just cause.

C. Seniority shall accrue for teachers on various forms of leave as determined by this Agreement.

D. In the event of a need to lay off due to decreased student enrollment, shortage of revenue, or increases in costs of operation forcing cuts in program, the order of such reduction will be as follows:

1. First-year probationary teachers shall be laid off first according to the following:
 - a. Seniority (When seniority and certification are equal, qualification shall dictate.)
 - b. Certification
 - c. Qualification
2. Second-year probationary teachers shall be laid off in accordance with Sec. A, Par. 1 above.
3. Third-year probationary teachers shall be laid off in accordance with Sec. A, Par. 1 above.
4. Tenure teachers shall be laid off only after all probationary

teachers have been laid off. Tenure teachers shall be laid off according to:

- a. Seniority
- b. Certification
- c. Qualification

When seniority and certification are equal, qualification shall dictate.

E. If, for any reason, the Board anticipates a reduction in staff for the following year it shall, prior to taking formal action, consult with the Association to receive recommendations regarding priorities and procedures to be followed.

F. Any teacher on lay off shall be recalled in inverse order of lay off provided he/she is certified and qualified for the vacancy. No new teachers shall be employed by the Board while there are teachers of the district who are laid off unless there are no laid off teachers with proper certification and qualifications to fill any vacancy which may arise.

(Throughout the article the word "qualified" is used.)

1. In grades 7-12, lay off will be on the basis of seniority and qualification, the most senior teachers being retained so long as they are qualified for available positions. Qualified is defined as having major certification, minor certification, or experience teaching in the discipline of the available position within the Free Soil Community School District during the last five (5) years, whichever produces the greatest seniority for the teacher.
2. In grades K-6, the Board shall retain teachers with the greatest seniority provided they are certified to teach the available positions.

G. The Board shall give written notice of recall from lay off by sending a registered or certified letter to said teacher at his/her latest known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with lay offs, recall, or other notice to the teacher.

H. A teacher who has received a notice of recall by registered or certified letter shall respond to said letter within ten (10) days.

I. Refusal or acceptance of a position that is not equivalent in time or payment to the position previously held shall not affect a teacher's recall rights.

J. The seniority of an administrator entering the bargaining unit shall be computed on the basis of the number of hours taught in accordance with Sec. A above.

K. When a vacancy occurs, that vacancy will be filled when possible from applicants of the Bargaining Unit. In filling said vacancy the Board agrees to give due weight to the professional background of the applicant. Professional background will be weighed according to 1) certification, 2) qualification, 3) experience similar to the vacant position, and 4) seniority. Positions as above described shall be posted at least 10 school calendar days prior to being filled.

During the summer months when regular school is not in session the Board will post all vacancies as above described and shall also forward at the same time copies of said vacancies to all Bargaining Unit members.

Positions so posted shall remain posted at least fifteen (15) calendar days prior to being filled. Applications shall be made in the same manner as above described. Likewise, these positions shall be filled on the same basis as provided in paragraph above.

ARTICLE XIX

REDUCTIONS IN PERSONNEL AND ANNEXATION,

CONSOLIDATION, OR OTHER REORGANIZATION OF THE SCHOOL DISTRICT

A. In the event of any form of school district reorganization which involves the Free Soil School District with one or more other districts, it is the intent of the Association and the Board, that at such time as the reorganization has been officially and legally accomplished, all bargaining unit members of the Free Soil School District shall appear on the newly formed district's "seniority list". The newly formed district's "seniority list" shall reflect the same number of years for each member that appeared on the respective "seniority lists" of the districts affected by the reorganization during the school year immediately preceeding the reorganization date.

B. No teacher shall be laid off or discharged pursuant to a necessary reduction in personnel unless there is substantial decrease in the students enrolled in the district, a substantial decrease in the revenues of the school district, or increases in cost of operation making a cut in program necessary.

ARTICLE XX

LEAVE OF ABSENCE WITH PAY NOT CHARGED TO SICK LEAVE

A. At the beginning of every school year each teacher shall be credited with two days to be used for the teacher's personal business. A teacher planning to use a personal leave day shall notify the Administration at least one (1) day in advance, except in cases of emergency. Personal business days not used shall be converted to sick leave days and can be accumulated as in Article XXII.

B. Any teacher called for jury duty during school hours or subpoenaed to testify during school hours in any judicial or administrative matter, or

asked to testify in any arbitration or factfinding shall be paid the difference between his/her salary and fees earned for such time.

C. A teacher shall be given released time for taking the Selective Service examination with full pay for such time.

D. One leave day shall be given to each teacher at the beginning of each school year to be used for Professional Development. Professional leave days may not be taken the day before or the day after a vacation period. This includes visitation to other schools or for attending educational conferences or conventions with prior approval of the Administration. Professional leave days may not accumulate and proof of attendance is not required.

ARTICLE XXI

LEAVE OF ABSENCE WITHOUT PAY

A. Upon written application of a bargaining unit member the Board shall grant a general leave of absence, without pay, for a period of not less than one semester and not more than one school year. Such leave may be extended for a second year, subject to Board approval. Leaves of less than one semester may be granted at the discretion of the Board.

B. During a leave granted under this Article a bargaining unit member, shall receive no fringe benefits or other compensation paid by the Board, but he/she shall be allowed to continue, at his/her own expense following satisfactory arrangements with the Superintendent and the carrier, any group fringe benefit plans available under this Agreement.

C. A bargaining unit member returning from or wishing to request an extension of a leave under this Article shall notify the Superintendent in

writing of his/her intent to do so by April 1 of the leave year (November 1 if the leave expires at the end of the first semester). Upon return from such leave the teacher shall be placed in the same assignment, or as nearly the same as possible, as that which was held prior to the granting of leave, in accordance with his/her seniority and certification.

D. No advancement on the salary schedule shall occur during a leave granted under this Article. No seniority shall accrue during such leave unless the purpose of the leave, so stated in the letter of application, is to further the bargaining unit member's formal education in a school-related academic endeavor.

E. It is expressly understood that the Board is under no obligation to allow more than one leave under this Article to be in effect among the entire bargaining unit at any one time; nor shall anything in this section prevent the Board from granting more than one leave at its discretion.

F. Parent/Child/Spouse Care: A leave of absence shall be granted to any employee for the purpose of parent, child or spouse care. Said leave shall commence upon request of the employee. Date of return shall be established in advance by mutual agreement of the Board and the Bargaining Unit Member. Written request for extension of leave must be received by the Administration no later than thirty (30) days prior to the expiration of the leave. In no case shall a leave of absence last more than two (2) years.

ARTICLE XXII

ILLNESS AND DISABILITY

A. At the beginning of each work year, each teacher will be credited with ten (10) days of sick leave, the unused portion which shall accumulate

from year to year, up to and including one hundred (100) days. The sick leave days may be taken by a teacher for the following reason and subject to the following conditions:

1. Personal Illness or Disability - The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include, in part, all disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery. Disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated on the same terms and conditions as are applied to other temporary disabilities, including but not limited to, those terms and conditions involving commencement and duration of leave, accrual of seniority, reinstatement, continuance within insurance programs, etc.
2. Death in the Immediate Family - Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law, and grandparents.
3. Other Deaths - The teacher may take days to attend the funeral of any person. Absences in these cases are limited to one day.
4. Medical or Nursing Care - The teacher may take days to make arrangements for medical or nursing care for a member of his/her immediate family. (See definition in #2 above.)
5. Illness in the Immediate Family - immediate family shall be defined as in #2 above.

Additional days may be granted upon approval of the Administration and charged to sick leave.

B. When a teacher is ill or physically disabled, he/she shall call the provided telephone number before 7:00 AM, or as soon as possible thereafter. If notice has been given the day before, the telephone call is unnecessary.

C. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability for up to one year: such leave may be renewed each year upon written request by the teacher and Board approval. The teacher shall return to his/her

position in the system after dismissal from the teacher's physician and approval of the Board. The Board agrees to continue to provide the health insurance benefits provided for by this collective agreement for the duration of that contract period.

D. A set rate of \$20.00 for up to one hundred (100) days will be paid to the teacher for unused sick leave at the time he/she leaves the school district.

E. A doctor's excuse may be required for sick leave credit. Sick leave taken (Sec. A, 1-5) is with approval of Administration.

F. By October 1st of each year the Board will provide each teacher with a written statement of the teacher's accumulated illness or disability leave days.

G. In case of death any unused sick leave shall be paid in a lump sum to the survivor previously named by the teacher. Such payment shall be computed by multiplying the number of unused sick days (up to 100 days) times \$20.00 per day.

ARTICLE XXIII

INSURANCE PROTECTION

A. The Board shall provide without cost to the bargaining unit members' the following MESSA-PAK;

For a full twelve (12) month period for the bargaining unit member and his/her eligible dependents as defined by MESSA. The employer shall sign an employer participation agreement. In addition to MESSA-PAK, the employer will provide without cost to the bargaining unit member health coverage for sponsored dependents as defined by MESSA for a full twelve (12) month period.

Bargaining unit members not electing MESSA-PAK Plan A will select

MESSA-PAK B. Any contribution amounts exceeding the Employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

Plan A Includes:

Health: Super Med 2/Super Care 2
LTD: 60% beginning upon termination of 65 calendar days or exhaustion of employee's sick leave, whichever is greater, includes:
mental and nervous conditions (Standard MESSA wording)
Alcoholism or drug addiction (Standard MESSA wording)
Rehabilitation clause (50% of rehabilitation) offset
Lay-off provision of up to three (3) months
Family Social Social Security offset
Pre-existing condition (Standard MESSA wording)
Two-year own occupation clause
No additional waiting period for recurrent disability or any new disability occurring in the same year, after an employee has returned to active employment.

Dental: Auto +03100; 90/90/50

Life: 20,000 term life

Vision: VSP-3

Plan B

As per Plan A:

LTD
Dental
Life
Vision

B. Employees not wishing to have the health insurance may elect at a maximum cost to the Board of \$125.00 per month, any of the MESSA and/or MEFSA options. If a husband and wife are both members of this Bargaining Unit, one shall elect Plan A and the other shall elect options.

C. Teachers assigned less than full time but at least one-half time shall receive Plan B without cost to the Bargaining Unit member or Plan A on

a pro-rata basis based on Plan A costs for that member. Teachers assigned less than one-half of a full schedule shall receive the benefits in Plan B, or Plan A on a pro-rata basis based on Plan A costs for that member.

D. In the event that an employee is disabled through an injury or illness covered by Workman's Compensation, sick leave shall not be reduced and all fringe benefits in this section shall continue to remain in effect for the duration of that contract period.

E. The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for the full twelve-month period commencing September 1st and ending August 31st, even though the teacher may not be returning in the next school year. The open enrollment period shall be established jointly by the Board, the Association, and insurance company representative, including opportunities for summer pre-enrollment and fall open-enrollment as well as whenever group or individual subsidy amounts increase or decrease, affecting the benefit package.

F. In the event that a teacher is terminated or resigns during the school year, the insurance shall be continued until the teacher has received the pro-rata portion of the twelve-month insurance year earned at the time of the termination or resignation.

G. A teacher who is hired with an effective first work day after the first required work day of the school year shall be entitled to fringe benefits for a duration determined on a pro-rata basis.

H. When necessary, premiums on behalf of the teachers shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

I. The Board will be responsible for providing insurance information

including application, claim materials, and enrollment meetings for the above-mentioned programs.

J. Payroll deduction shall be available for all MESSA, MEFSA and MEA programs.

ARTICLE XXIV
RETIREMENT POLICY

A. For the term of this Agreement, teachers shall not be required to retire before the end of the school district's fiscal year in which the teacher reaches the age of seventy (70).

B. Upon retirement from the Free Soil Community School District, a retiree with a minimum of twelve (12) years in the Free Soil Community School District, is eligible for a one time lump sum payment using the following schedule:

55 Years Old	\$5,000.00
56 " "	4,500.00
57 " "	4,000.00
58 " "	3,500.00
59 " "	3,000.00
60 " "	2,500.00
61 " "	2,000.00
62 " "	1,500.00
63 " "	1,000.00
64 " "	500.00

C. "Retirement" as used in this article shall mean severance of active employment with the Free Soil Community School District and verification of an application from the Bargaining Unit member to the Michigan Public School/Retirement System for retirement benefits from said retirement system.

ARTICLE XXV
COMPENSATION

A. The basic salaries of teachers covered by this Agreement is incorporated into a salary schedule format as presented in Appendix B. Such Appendix B salary schedule shall remain in effect during the designated periods.

B. All teachers shall be given full credit on the salary schedule for up to and including five years of outside teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by a state.

C. The Salary Schedule is based upon the regular school calendar as set forth in Appendix A and the normal teaching assignment as defined in this Agreement.

D. The Board shall pay the State retirement for each teacher.

E. Longevity payments shall be made to any teacher that has enough teaching experience to be off the regular salary schedule under the terms and conditions specified below.

1. A payment of Six Hundred Dollars (\$600.00) in 1988-89 and Six Hundred Dollars (600.00) in the 1989-90 school year, in addition to the employees salary, shall be made providing that the following conditions have been met:

(a) The employee shall have completed at least two (2) semester hours of college credit appropriate to the employee's teaching field.

(b) The two semester hours must have been completed within the last two years and such credit must be approved by the administration.

The Board will pay for tuition and books for the two semester hours of college credit that are required for this payment.

F. Each teacher shall designate on the first work day of each year one of three methods of receiving his/her salary. The three methods of payment are as follows:

1. Paid every two weeks in twenty-six (26) equal installments.
2. Paid every two weeks in twenty (20) equal installments.
3. Paid every 2 weeks, computed by receiving pay method #1 above, and receiving the remainder of his/her pay the final pay period in the month of June.

G. Snow days will be made up any time during the school year, if possible, upon mutual agreement between the Association and Administrator. Remainder of snow days shall be made up at the end of the contracted school calendar. One personal leave day shall be added for each Bargaining Unit member for the first three snow days to be made up. After the above point, one sick leave day shall be added to each Bargaining Unit members sick leave account for every three snow days that are to be made up. In the event the state statute requiring make up of snow is rescinded, the teachers will not be required to make up any days.

H. Personal Leave Policy on Snow Days: If a teacher has requested a personal leave day and that day turns out to be a snow day, no deduction is made for the personal day.

I. Sick Leave Policy on Snow Days: If a teacher has requested a sick leave day and that day turns out to be a snow day, no deduction is made for the sick leave day. If, however, a teacher is on continuing sick leave

(continuing sick leave being defined as three days or more) the teacher will not be eligible for the provisions in Section G for the period of time that the teacher is on continuing sick leave.

ARTICLE XXVI

PUPIL RATIO/SPECIAL EDUCATION

A. The pupil-teacher ratio is an important aspect of an effective educational program. The Administration shall adjust the class size when possible, when such adjustments will improve the educational program.

B. Both sending and receiving regular classroom teacher and the special education teacher shall be involved in the I.E.P.C. or I.E.P. meetings for a child classified under the Special Education guidelines.

C. The Board shall not make a request of the State Board of Education for a deviation from the rules as set forth in the Michigan Special Education Rules pursuant to Rules 34 (R340.1734) or file a petition for noncompliance pursuant to Section 1702; MSA 15.41702 without prior notification to the Association.

ARTICLE XXVII

TEACHER-INSTRUCTIONAL AIDE RELATIONS

A. The Board shall employ adult instructional aides to assist elementary teachers for as many hours as said elementary teacher has a split-class or double class situation. An instructional aide shall assist the teacher in reinforcing instructional activities; making and or securing instructional materials; maintaining a proper instructional environment and

or the supervision of students. Job descriptions shall be developed by the elementary staff working with the Administration.

B. In order to qualify as an instructional aide, an applicant must demonstrate proficiency in those skills which will be required to fulfill expectancies to the job description or an ability to acquire those skills within a reasonably short period of time on the job.

C. All applicants shall be interviewed by an administrator, Board personnel committee member and an elementary teacher representative. All applicants must receive the approval of the teacher to whom the aide is assigned in order to be employed.

ARTICLE XXVIII

MISCELLANEOUS PROVISIONS

A. All tenured and probationary members of the bargaining unit shall be notified no later than March 15 of the current school year of the intent of the Board in regard to the next years employment status.

B. Tentative student and faculty schedules shall be determined before the close of the previous school year whenever feasible.

C. Both elementary and secondary teachers shall be advised in writing of any changes in teaching assignment no later than August 1 whenever feasible

D. All extra-curriculum assignments shall be with the approval of the administration and the teacher concerned. No later than the regular June board meeting of each year a tentative list of extra-curriculum assignments for the ensuing year shall be approved by the Board. Any open positions shall be posted in a conspicuous place in the school; if such openings occur

during summer recess, written notice shall be sent to each member of the bargaining unit. Qualified teachers shall have ten (10) calendar days from the date of posting to make written application for such open positions. In the event that no qualified teacher makes written application for such open positions, applicants from outside the bargaining unit may be sought. An open position for the purposes of this section shall be defined as occurring when a new position is created or if the previous year's appointee resigns, is removed from the position, is not reappointed by the Board, or if the position was held by someone outside the bargaining unit the previous year. Nothing in this Section shall prevent the administration from temporarily appointing persons to open positions with their consent pending the close of the application period and final appointment by the Board.

Qualified Teacher Means having at least one of the following:

1. PE Major or Minor
2. Experience in coaching the particular sport
3. Background in playing the particular sport
4. College credit for coaches training in the particular sport

E. A teacher's individual contract of employment shall be issued for his/her signature no later than the teacher's first day of work according to the school calendar. The Board shall sign said contract no later than at its next meeting.

F. A bargaining unit member engaged during the school day in arbitrations on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary. All arbitrations will be held at a time and place agreeable to both parties. Cost of substitutes will be divided equally between the Board and the Association.

APPENDIX B

1988-89 Salary Schedule

STEP	BA (1.00)	BA+20 (1.03)	BA+35* or MA (1.05)	MA+10 (1.07)
0	16,405	16,897	17,225	17,553
1	17,389	17,945	18,327	18,712
2	18,374	18,992	19,430	19,870
3	19,358	20,040	20,532	21,029
4	20,342	21,087	21,635	22,187
5	21,327	22,135	22,737	23,346
6	22,311	23,183	23,839	24,504
7	23,295	24,230	24,942	25,663
8	24,279	25,278	26,044	26,821
9	25,264	26,325	27,147	27,980
10	26,248	27,373	28,249	29,138
	(1.60)	(1.62)	(1.64)	(1.66)

1989-90 Salary Schedule

STEP	BA (1.00)	EA+20 (1.03)	EA+35* or MA (1.05)	MA+10 (1.07)
0	17,389	17,911	18,258	18,606
1	18,432	19,022	19,427	19,834
2	19,476	20,132	20,595	21,062
3	20,519	21,243	21,764	22,290
4	21,562	22,353	22,932	23,518
5	22,606	23,464	24,101	24,746
6	23,649	24,574	25,269	25,974
7	24,692	25,685	26,438	27,202
8	25,735	26,795	27,606	28,430
9	26,779	27,906	28,775	29,658
10	27,822	29,016	29,943	30,886
	(1.60)	(1.62)	(1.64)	(1.66)

* If, in the opinion of the Administration and the Board of Education, a teacher having thirty-five (35) semester hours beyond the Bachelor's degree has taken subjects directly related to his/her teaching field, according to state certification, he/she may be considered to have a Master's equivalent and thereby be compensated at the same rate as a holder of a Master's degree. A teacher may be put on the M.A. salary schedule only after having gained tenure under the Michigan Tenure Act.

APPENDIX C

PAY FOR EXTRA ACTIVITIES

	1988-89	1989-90
Cross Country	\$ 632	\$ 670
Girls Varsity Basketball	\$1,638	\$1,736
Girls Jr. Varsity Basketball	\$1,012	\$1,073
Girls Jr. High Basketball	\$ 425	\$ 451
Girls Elementary Basketball	\$ 225	\$ 239
Boys Varsity Basketball	\$1,638	\$1,736
Boys Jr. Varsity Basketball	\$1,012	\$1,073
Boys Jr High Basketball	\$ 425	\$ 451
Boys Elementary Basketball	\$ 225	\$ 239
Varsity Volleyball	\$1,073	\$1,137
Jr. Varsity Volleyball	\$ 656	\$ 696
Varsity Track (Coed)	\$ 737	\$ 781
Girls Jr. High Track	\$ 80	\$ 85
Boys Jr. High Track	\$ 80	\$ 85
Varsity Softball	\$ 921	\$ 976
Varsity Baseball	\$ 921	\$ 976
Cheerleading Coach/Sponser	\$ 461	\$ 489
Running the Clock (per night)	\$10.40	\$10.50

FREE SOIL COMMUNITY SCHOOL

Free Soil, Michigan

TEACHER EVALUATION REPORT

Teacher-Last _____ First _____ Initial _____ Class _____
 School _____ Date & Time of Visit _____

A. General Routine	Satisfactory	Needs Improvement	Unsatisfactory
1. Neatness _____			
2. Classroom efficiency _____			
3. Pupil control and discipline _____			
4. Comments: _____			
B. Lesson Preparation			
1. Mastery of subject matter _____			
2. Organization of materials _____			
3. Consistency of preparation _____			
4. Comments: _____			
C. Teaching Procedure			
1. Ability to create and utilize learning situation _____			
2. Holding pupil attention _____			
3. Skill in questioning _____			
4. Clarity and effectiveness of illustrative material _____			
5. Effectiveness of introduction summaries and reviews _____			
6. Balance of teacher-pupil participation _____			
7. Skill in directing study _____			
8. Comments: _____			
D. Personal Attitudes and Traits			
1. Personal appearance _____			
2. Classroom personality _____			
3. Voice _____			
4. English usage _____			
5. Sense of humor _____			
6. Poise and self control _____			
7. Sympathetic understanding _____			
8. Comments: _____			

E. Profession Attitudes

- 1. Enthusiasm for teaching _____
- 2. Dependability _____
- 3. Maturity and judgment _____
- 4. Originality and initiative _____
- 5. Tactfulness and courtesy _____
- 6. Respect for pupils _____
- 7. Cooperation with other staff member _____
- 8. Handling routine work and reports _____
- 9. Comments: _____

	Satisfactory	Needs Improvement	Unsatisfactory

Items that are not appropriate for the position will not be rated.

Considering all factors, the performance of this teacher is

Satisfactory Unsatisfactory

Remarks: _____

Signature of teacher receiving report Person making evaluation

The above teacher's signature indicates that the teacher has received the evaluation form. It does not necessarily indicate that the teacher agrees with the assessment. This form is to be signed at the time it is received. However, the teacher may submit a written answer to the principal's evaluation. This answer will be placed in the teacher's personal file along with the principal's evaluation.

CALENDAR 1989-90

August 28	Teacher work day
August 29	Students begin 1/2 day
September 4	No School Labor Day
September 29	Interim Reports Due
October 27	End of first nine weeks
November 2	Parent-Teacher Conference Students 1/2 day
November 23-24	Thanksgiving Recess
December 1	Interim Reports Due
December 14	Christmas Program in evening
December 22	Christmas Recess begins at 11:30 A.M.
January 2	School Resumes
January 12	End of second nine weeks Teacher Record Day Students 1/2 day
February 16	Interim Reports Due Teacher Inservice Day No School for Students
March 9	No School
March 16	End of third nine weeks
March 22	Parent-Teacher Conferences Students 1/2 day
*April 2	No School begin spring break
April 9	School Resumes
*April 13	Good Friday No School
April 20	Interim Reports Due
May 28	Memorial Day No School
June 1	Teacher Records Day No School for Students
June 3	Graduation

*Spring break to coincide with Ludington

1989-90 SCHOOL YEAR

August	3	4
September	20	20
October	22	22
November	20	20½
December	16	16
January	22	22
February	19	19
March	21	21½
April	15	15
May	22	22
	—	—
Total School Days	180	182
	Student Days	Teacher Days